

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ULTRA INTERNET MEDIA S.A.,

2:10-CV-455 JCM (RJJ)

Plaintiff,

V.

HARRAH'S LICENSE COMPANY,
LLC,

Defendant.

ORDER

Presently before the court is defendant Harrah's License Company, LLC's ("Harrah's") motion to strike plaintiff's demand for a jury trial (Doc. #40). Plaintiff Ultra Internet Media, S.A. ("UIM") filed an opposition (Doc. #44) and defendant filed a reply (Doc. #48).

This case is about a promotional agreement (“agreement”) entered into by UIM and Harrah’s concerning the World Series of Poker. UIM filed suit in relation to the agreement, alleging breach of contract, breach of the implied covenant of good faith and fair dealing, and unjust enrichment and also seeks declaratory and injunctive relief. UIM later filed a demand for jury trial. However, the agreement that sits at the center of this litigation contains a clear and definitive jury trial waiver. Within the waiver UIM waived its right to a jury trial on any “litigation directly or indirectly arising out of or relating to the [a]greement...or the transactions contemplated” by the agreement (Ex.3 to Doc. #2).

Contractual jury trial waivers are enforceable when they are entered into knowingly, voluntarily and intentionally. *Lowe Enterprises Residential Partners, L.P. v. Eighth Judicial Dist.*

1 *Court ex rel.*, 118. Nev. 92, 100 (2002). UIM has never argued that it did not know of the jury trial
2 waiver or that it was coerced into agreeing to the waiver. Therefore, this court finds that the jury trial
3 waiver is enforceable.

4 Accordingly,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that defendant Harrah's License
6 Company, LLC's motion to strike plaintiff's demand for a jury trial (Doc #40) be, and the same
7 hereby is GRANTED.

8 DATED July 7, 2010.

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UNITED STATES DISTRICT JUDGE

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